

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

MARTEN GROUP, INC. d/b/a
SENERGY MEDICAL GROUP and
SCOTT TENNANT,

Plaintiffs,

v.

JERALD TENNANT, MD, JOHN
TENNANT, TERESA JESSEN
TENNANT, JARED TENNANT,
TENNANT DEVICES AND
ACCESSORIES, LLC, and
CURADOR, LLC,

Defendants.

Case No. 3:24-cv-01852

JURY TRIAL DEMANDED

**APPENDIX TO DEFENDANTS' REPLY IN SUPPORT OF AMENDED
MOTION FOR PRELIMINARY INJUNCTION**

Pursuant to Local Rule 7.1, Defendants submit the attached evidence referenced in its Reply in Support of Amended Motion for Preliminary Injunction.

INDEX

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>	<u>APP. PAGE NOS.</u>
E	Declaration of Chelsey L. Mam in Support of Defendants' Reply in Support of Amended Motion for Preliminary Injunction	APP 001 - 002
E-1	Excerpts from Dr. Tennant's deposition that occurred on October 16 & 17, 2024	APP 003 – 0026

Dated: November 12, 2024

Respectfully submitted,

/s/Tyler L. Farmer

Tyler L. Farmer
WSBA No. 39912

Pro Hac Vice

Tyler.farmer@bclplaw.com

Ariel A. Martinez

WSBA No. 54869

Pro Hac Vice

Ariel.martinez@bclplaw.com

Chelsey L. Mam

WSBA No. 44609

Pro Hac Vice

Chelsey.mam@bclplaw.com

BRYAN CAVE LEIGHTON PAISNER
LLP

999 3rd Ave., Suite 4400

Seattle, WA 98104

Tel: (206) 623-1700

Fax: (206) 623-8717

Justin D. Hanna

Texas Bar No. 24095726

Bryan Cave Leighton Paisner LLP

2200 Ross Avenue, Suite 4200W

Dallas, TX 75201-7965

(214) 721 8052

E: Justin.Hanna@bclplaw.com

ATTORNEYS FOR DEFENDANTS
JERALD TENNANT, MD, JOHN
TENNANT, TERESA JESSEN TENNANT,
JARED TENNANT, TENNANT DEVICES
AND ACCESSORIES, LLC, and
CURADOR, LLC

CERTIFICATE OF SERVICE

I certify that this document is being served via ECF on counsel of record.

/s/Tyler L. Farmer

Tyler L. Farmer

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

MARTEN GROUP, INC. d/b/a
SENERGY MEDICAL GROUP and
SCOTT TENNANT,

Plaintiffs,

v.

JERALD TENNANT, MD, JOHN
TENNANT, TERESA JESSEN
TENNANT, JARED TENNANT,
TENNANT DEVICES AND
ACCESSORIES, LLC, and
CURADOR, LLC,

Defendants.

Case No. 3:24-cv-01852

JURY TRIAL DEMANDED

**DECLARATION OF CHELSEY L. MAM IN SUPPORT OF DEFENDANTS’
REPLY IN SUPPORT OF AMENDED MOTION FOR PRELIMINARY
INJUNCTION**

I, Chelsey L. Mam, hereby declare as follows:

1. I am one of the attorneys for Defendants in this matter. I am over age 18 and am competent to be a witness. I am making this declaration based on facts within my own personal knowledge.

2. Attached hereto as **Exhibit 1** is a true and correct copy of excerpts of the deposition of Jerald Tennant, MD on October 16 & 17, 2024.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at Seattle, Washington on this 12th day of November, 2024.

s/Chelsey L. Mam

Chelsey L. Mam, WSBA #44609

CERTIFICATE OF SERVICE

I certify that this document is being served via ECF on counsel of record.

/s/Tyler L. Farmer

Tyler L. Farmer

EXHIBIT E-1

JERALD TENNANT, MD - 10/16/2024

Page 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

MARTEN GROUP, INC. D/B/A)	
SENERGY MEDICAL GROUP AND)	
SCOTT TENNANT,)	
)	
Plaintiffs,)	
)	
VS.)	
)	Case No.
JERALD TENNANT, MD, JOHN)	3:24-cv-01852-E
TENNANT, TERESA JESSEN)	
TENNANT, JARED TENNANT,)	
TENNANT DEVICES AND)	
ACCESSORIES, LLC, AND)	
CURADOR, LLC,)	
)	
Defendants.)	

ORAL AND VIDEOTAPED DEPOSITION OF
JERALD TENNANT, MD
OCTOBER 16, 2024
VOLUME 1 OF 2

ORAL AND VIDEOTAPED DEPOSITION OF JERALD TENNANT, MD, produced as a witness at the instance of the Plaintiff, and duly sworn, was taken in the above-styled and numbered cause on October 16, 2024, from 10:37 a.m. to 4:27 p.m., before Christy Cortopassi, CSR in and for the State of Texas, reported by machine shorthand, at the law offices of Bryan Cave Leighton Paisner LLP, 2200 Ross Avenue, Suite 4200W, Dallas, Texas 75201, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.

HANNA & HANNA, INC.
713.840.8484

Supp App 4

A P P E A R A N C E S

FOR THE PLAINTIFFS:

Mr. Casey Griffith
Mr. Kirk Voss
GRIFFITH BARBEE PLLC
One Arts Plaza
1722 Routh Street
Dallas, Texas 75201
214.446.6020
casey.griffith@griffithbarbee.com
kirk.voss@griffithbarbee.com

FOR THE DEFENDANTS JERALD TENNANT, MD, JOHN TENNANT,
TERESA JESSEN TENNANT, JARED TENNANT, TENNANT
DEVICES AND ACCESSORIES, LLC, AND CURADOR, LLC:

Ms. Chelsey Mam
Mr. Justin Hanna
BRYAN CAVE LEIGHTON PAISNER LLP
999 Third Avenue
Suite 4400
Seattle, Washington 98104
206.294.7425
chelsey.mam@bclplaw.com
justin.hanna@bclplaw.com

ALSO PRESENT:

Jerry Gutierrez, Marten Group
Jared Tennant
Scott Tennant

Alex Oviedo & Tony Harris - Videographers

1 figure out whether you knew of Tim Smith before Avazzia
2 was formed?

3 MS. MAM: Object to form. Go ahead.

4 A. Yes.

5 Q. (BY MR. GRIFFITH) And how does it help you?

6 A. To the best of my recollection, Tim Smith came
7 to -- made an appointment and came to see me somewhere
8 in the neighborhood of 2002, 2003.

9 Q. Do you recall signing a -- and actually, before
10 I start going into any exhibits, my understanding is --
11 and I am sympathetic because I had a detached retina in
12 early August.

13 But my understanding is that you do have
14 trouble reading documents; is that fair to say?

15 A. Yes.

16 Q. Okay. Can you describe for me, generally, what
17 kind of problems you have reading documents?

18 A. The -- first of all, I see next to nothing out
19 of my left eye. And my right eye sees approximately
20 20/60, so -- 20/50, 22/60, somewhere in that
21 neighborhood, which means I can't read standard print.
22 And my vision varies from hour to hour. So it depends
23 on how tired I am, what I can read.

24 Q. Okay. And is there a specific condition that
25 causes these eyes problems that you have?

1 Q. Do you recall -- well, let me ask you this. Do
2 you recall signing any agreements with Avazzia?

3 A. I'm not recalling at this moment a specific
4 agreement. It was more, hey, will you manufacture this
5 for me and here are the specifications.

6 Q. Okay.

7 A. So that started the thing.

8 Q. Okay. So -- well, let me ask -- let me ask you
9 this way. Can you tell me today what agreements you
10 recall you have ever had with Avazzia?

11 MS. MAM: Object to form.

12 A. So the agreements have been, I would design a
13 device that I wanted to be manufactured. And I would
14 talk to Tim Smith and sometimes his daughter, Tammy
15 Lahusky, who worked with Tim and say, this is what I
16 want, can you and will you build it.

17 And then we would agree upon that, yes, I
18 will or no, I can't or whatever and what it would cost.
19 And then they would do it.

20 Q. (BY MR. GRIFFITH) Okay. And I know one of the
21 issues we are going to get to later is some royalty
22 agreements that you entered into with Scott Tennant, for
23 example. And so you know that there are terms of
24 agreements, correct?

25 MS. MAM: Object to form.

1 Q. And is it fair to say that, sitting here today,
2 you can't recall whether Avazzia made the BioTransducer
3 device for you or the BioModulator device?

4 MS. MAM: Object to form.

5 A. Well, I recall, of course, them making those
6 devices. But you asked me the question a while ago,
7 what was the first device Avazzia ever made. I have no
8 idea what the first device they ever made.

9 Q. (BY MR. GRIFFITH) Okay. Well, let's talk
10 about this -- let's talk about it this way.

11 Do you recall when Avazzia made a
12 BioModulator device at your request?

13 A. The first discussion of that was when Tim Smith
14 made an appointment and came to my office, somewhere in
15 the neighborhood of 2002 or 2003. That is as best I can
16 recall.

17 Q. And do you recall whether you asked -- well,
18 strike that.

19 Did you ask Avazzia to make a BioTransducer
20 device for you after that?

21 A. Yes.

22 Q. Okay. And do you recall how long after that
23 you made that request?

24 A. It was approximately 2004.

25 Q. You think that you made the request to build a

1 with dementia, Dr. Tennant?

2 A. No.

3 Q. Have you ever been diagnosed with any form of
4 memory loss?

5 A. Yes.

6 Q. Tell me about that.

7 A. In somewhere near the 1995s I was doing
8 research for the Excimer laser refractive surgery. I
9 handled viruses and got encephalitis. And during that
10 period of my encephalitis, my memory was certainly less
11 than before I got sick.

12 Q. At some point you recovered, correct?

13 A. Yes.

14 Q. Did all of the memory loss that you suffered
15 when you had encephalitis return after you recovered
16 from encephalitis?

17 MS. MAM: Object to form.

18 A. There's no scientific tests that were done
19 before and after to answer that question specifically.

20 Q. (BY MR. GRIFFITH) So it's fair to say you
21 don't know, correct?

22 A. Yes.

23 Q. Thank you. So at some point you -- strike
24 that.

25 At some point you were no longer involved

1 in selling Scenar devices in the United States, correct?

2 A. Yes.

3 Q. Do you recall when that happened?

4 A. Yes. It was somewhere in the neighborhood of
5 2002, 2003 probably. Somewhere in that neighborhood.

6 Q. Do you recall whether you first met Tim Smith
7 before or after you were no longer involved in selling
8 Scenar devices in the United States?

9 A. Tim Smith made the appointment and came to my
10 office during the time that we were selling Scenar. And
11 we continued to sell Scenar until he provided us with
12 the prototype and eventually the BioModulator that I
13 approved. And at that point we switched from Scenar to
14 BioModulator.

15 Q. And can you explain why you decided to stop
16 selling the Scenar device?

17 MS. MAM: Object to form.

18 A. Well, I do recall, for example, it was very
19 difficult to get -- sometimes difficult to get the
20 Scenar devices. Certainly it was difficult to get any
21 kind of repair that was needed. And also I felt like I
22 had discovered better frequency waveforms, better
23 frequencies and a better approach to clinical use than
24 the Russians.

25 And so for that reason, when the

1 Q. So sitting here today you can't identify any
2 behavior of Scott Tennant's that causes you to say that
3 he has betrayed you and dishonored the Tennant name?

4 MS. MAM: Object to form.

5 A. Well, it's hard to know where to start.

6 Q. (BY MR. GRIFFITH) How about one example?

7 A. One example is that I have critically sick
8 patients sit in my office as we speak. I cannot treat
9 them properly because of Scott's collusion with Avazzia
10 where I can't get devices to treat my patients.

11 And they -- and Avazzia won't even sell me
12 my own devices because they say they have a contract
13 with Scott to prevent that. So they are colluded
14 against my being able to be a physician to take care of
15 sick folks, and that's unconscionable.

16 You don't know how many people he's hurting
17 because he refu- -- they won't even sell me wires to
18 make the devices work. My personal device at the office
19 quit working. They won't repair it, because Scott has
20 inhibited them from doing so. So is that enough?

21 Q. Did you think about your patients before you
22 terminated the royalty agreements?

23 MS. MAM: Object to form.

24 A. Yeah. I thought about that because I didn't
25 know that he had colluded with Avazzia to prevent them

1 Q. Okay. So your position is that you don't want
2 your patients buying devices from Senergy to help you
3 treat them because of your trademark dispute with
4 Senergy, correct?

5 MS. MAM: Object to form.

6 A. So if it were not for the collusion between
7 Scott and Avazzia, my patients could be treated. But
8 it's the collusion between them that prevents Avazzia
9 from selling me my own devices so I can take care of my
10 patients.

11 Q. (BY MR. GRIFFITH) Let me ask you this. Other
12 than you, is there any reason that any of your patients
13 can't, right now, buy a BioModulator or BioTransducer
14 device, bring it to you and have you treat them?

15 MS. MAM: Object to form.

16 A. Ask me the question again.

17 Q. (BY MR. GRIFFITH) Yeah. Other than -- well, I
18 want you to identify all reasons that you can't treat
19 your patients with devices that they purchase from
20 Senergy right now.

21 MS. MAM: Object to form.

22 A. Because it's -- and to the best of my
23 understanding, Senergy is breaking a contract, which is
24 in essence, in my mind, breaking the law by continuing
25 to sell my devices when they have no license to do so.

1 BioModulator branded devices?

2 MS. MAM: Object to form.

3 A. I don't know.

4 Q. (BY MR. GRIFFITH) Do you know whether you had
5 ever prescribed a Tennant BioModulator branded device
6 that was paid for by the United States Federal
7 Government?

8 A. I don't remember. I don't recall.

9 Q. Earlier you said that Avazzia and Scott are
10 colluding, correct?

11 A. Yes.

12 Q. Okay. What exactly are they colluding to do?

13 A. When I talked to Tim Smith and Tammy Lahusky at
14 Avazzia saying, you know, I want you to start -- I'm
15 giving you license to start selling the devices to
16 someone else besides Senergy, they said, sorry, we have
17 a contract where we can only sell them to Senergy.

18 And I said, Well, it's my belief you don't
19 have standing to make such a contract because I own the
20 trademarks and I'm the one who gave you the original
21 specifications to make my devices.

22 And I own the trademarks and, thus, they
23 are mine and so you have no standing to make such a
24 contract with Senergy. And they said, Well, we're just
25 not going to sell them to anybody but Senergy until a

1 judge tells us we have to stop.

2 Q. You have said that -- several times today that
3 you provided specifications to Avazzia, correct?

4 A. Yes.

5 Q. What specifications are you referring to?

6 A. I told them -- I have got the -- well, first of
7 all, it doesn't matter which device that they have made.
8 They are using my trademarks and my proprietary
9 information.

10 I would say I want you -- I would like to
11 have this device made and I would like it. Would you
12 make? It. And they say, Yes. And I said, Okay. Here
13 in writing are my descriptions of how -- of what I want
14 in this device, how it's supposed to work, et cetera.
15 And so those are all well documented.

16 Q. Okay. And so were those documented in emails?

17 A. Yes.

18 Q. How else were those specifications and
19 proprietary information documented?

20 A. Well, a perfect example would be when we
21 upgraded the BioTransducer Crystal Wave a few months
22 ago. Tammy Lahusky came to my office building and with
23 six prototypes and asked me to go through them and tell
24 her which ones work the best, which ones I desired would
25 be the proper update to make, which of those prototypes.

1 that.

2 You recall participating in the production
3 of videos in which you appeared?

4 A. Yes. I produced videos myself and also we did
5 the seminars. And those videos were collected by
6 Senergy and used on their websites, as well as mine, to
7 my knowledge. But, again, I'm not -- I was not
8 intimately involved with how all that was managed.

9 Q. Do you know who paid for those videos and
10 seminars?

11 MS. MAM: Object to form.

12 A. I don't, again, know all of those details. I
13 know that in general Senergy would get me to tell them
14 when I was available to give seminars. And then they
15 would obtain the place in which those were going to
16 happen and make all of those details.

17 And then a combination of the Senergy staff
18 and the clinic staff would be involved with making the
19 thing happen, taking care of all of the people that
20 came.

21 And then I was -- I did all of the creation
22 of the educational material in the sense that I created
23 all of the lectures, the -- all of the Keynotes or
24 PowerPoints, with exception of sometimes some of the
25 lecture would be given by part of the clinic staff and

1 they would create their own PowerPoints.

2 So basically the material of my methodology
3 which I created and has become known as the Tennant
4 method around the world was my creation, which I
5 contributed. And Senergy contributed setting up the
6 management of the venue.

7 And so there was -- it was a dual effort to
8 try to educate people how to take care of themselves.

9 Q. (BY MR. GRIFFITH) Did Senergy pay for any of
10 the content that was created that you just described?

11 A. Primarily, I'm going to say no, with the
12 possible exception -- and I'll explain that.

13 For many years the seminar was given by
14 having a Thursday evening be open to the public. And I
15 gave that lecture. And then people who had signed up to
16 learn would come on Friday and Saturday.

17 And for many years I and I alone gave all
18 of those lectures as well. And then in later years some
19 of the medical staff from the clinic would give some of
20 those specific lectures.

21 And -- but then Senergy decided to change
22 the Thursday night, quit doing it the way I had done it
23 all those years, and have a Senergy employee give that
24 lecture on Thursday. And they did not -- they quit
25 opening it up to the public.

1 include that as well.

2 Q. So like a -- I'm sorry. Go ahead.

3 A. So, again, there was this -- a big manual that
4 was given out. Now oftentimes you would see laying
5 around various other things that Senergy might have
6 created, maybe a brochure kind of thing about something
7 or other.

8 And they might hand those out or have them
9 laying on the table or whatever. And so there would be
10 offerings from Senergy's perspective.

11 Q. And you didn't pay for the creation of those
12 Senergy materials, correct?

13 A. That's correct.

14 Q. I want to go back to when you first started
15 working with Tim Smith and Avazzia. You mentioned
16 previously that you said you hired Scott Tennant to work
17 with you on this Scenar and what became the Tennant
18 BioModulator project, right?

19 A. That's not totally correct.

20 Q. Okay. How is that incorrect?

21 A. So when -- to the best of my recollection, when
22 Scott came to work with us, I hired him to sell Scenar
23 devices, which I was involved with at that time. And I
24 wanted somebody to do that so I could pay more attention
25 to my medical practice and developing my things.

1 And so basically Scott's job was to sell
2 devices, and my job was to create devices and create the
3 methodologies that have become known around the world as
4 the Tennant method of treating patients.

5 And so Scott was always someone whose
6 specific job was to figure out how to help -- how to
7 sell devices that I developed. And as part of that
8 process, obviously, he would sometimes interface with
9 Avazzia.

10 Or he would interface with other people or,
11 you know, help -- try to figure out what we were going
12 to do as far as where we were going to have the next
13 conference and that sort of thing.

14 But his obligation and his responsibility
15 was always sort of like the -- you know, a patient may
16 come in and the physician may say to the nurse, Nurse,
17 please, go change that dressing.

18 Well, a physician didn't change the
19 dressing but he gave the order and the nurse did it
20 under the supervision and observation and instructions
21 of the physician.

22 And that's always been the relationship
23 between Scott and me, is that his job was to be selling
24 devices. My job was to be figuring out how to create
25 devices and make people well.

1 And no matter what the labels were, it was
2 always understood -- it's always been understood that
3 that's what was going on and happening, at least, in
4 everybody's mind that worked around me. And people that
5 knew us knew that that's the way things were set up.
6 So, yeah.

7 MR. GRIFFITH: Move to strike,
8 nonresponsive.

9 Q. (BY MR. GRIFFITH) Dr. Tennant, is it fair to
10 say that Scott Tennant was a good salesman?

11 MS. MAM: Object to form.

12 Q. (BY MR. GRIFFITH) Let me -- strike that. Let
13 me ask it a different way. Is Scott Tennant a good
14 salesman?

15 A. Okay.

16 Q. Just an okay salesman?

17 A. Yeah.

18 Q. Okay. It took you a long time to answer that
19 question. What were you struggling with?

20 A. Well, it depends on what he's trying to sell.

21 Q. Okay. How about devices that Avazzia
22 manufactured?

23 A. Well, sometimes he was there; sometimes he's
24 off doing other things that have nothing to do with the
25 devices.

1 UNITED STATES DISTRICT COURT
 2 NORTHERN DISTRICT OF TEXAS
 3 DALLAS DIVISION

4 MARTEN GROUP, INC. D/B/A)
 5 SENERGY MEDICAL GROUP AND)
 6 SCOTT TENNANT,)

7 Plaintiffs,)

8 VS.) Case No.
 9) 3:24-cv-01852-E

10 JERALD TENNANT, MD, JOHN)
 11 TENNANT, TERESA JESSEN)
 12 TENNANT, JARED TENNANT,)
 13 TENNANT DEVICES AND)
 14 ACCESSORIES, LLC, AND)
 15 CURADOR, LLC,)

16 Defendants.)

17 REPORTER'S CERTIFICATION
 18 DEPOSITION OF JERALD TENNANT, MD
 19 OCTOBER 16, 2024

20 I, Christy Cortopassi, Certified Shorthand
 21 Reporter in and for the State of Texas, hereby
 22 certify to the following:

23 That the witness, JERALD TENNANT, MD, was duly
 24 sworn by the officer and that the transcript of the
 25 oral deposition is a true record of the testimony
 given by the witness;

That the deposition transcript was submitted
 on _____ to the witness or to the
 attorney for the witness for examination, signature
 and return to Hanna & Hanna by _____;

That the amount of time used by each party at

JERALD TENNANT, MD - 10/16/2024

Page 154

1 the deposition is as follows:

2 Mr. Casey Griffith.....04:03

3 Ms. Chelsey Mam.....00:00


4 I further certify that pursuant to FRCP No.
5 30(f)(i) that the signature of the deponent:

6 X was requested by the deponent or a party
7 before the completion of the deposition and that
8 the signature is to be returned within 30 days from
9 date of receipt of the transcript. If returned,
10 the attached Changes and Signature Page contains
11 any changes and the reasons therefor;

12 was not requested by the deponent or a
13 party before the completion of the deposition.

14 I further certify that I am neither counsel
15 for, related to, nor employed by any of the parties
16 or attorneys in the action in which this proceeding
17 was taken, and further that I am not financially or
18 otherwise interested in the outcome of the action.

19 Certified to by me this 21st of October, 2024.

20 
21 _____
22 Christy Cortopassi, Texas CSR 6222
23 Expiration Date: 10/31/2026
24 HANNA & HANNA, INC.
25 CRF # 10434; Expires 10-31-2026
8582 Katy Freeway, Suite 105
Houston, Texas 77024
713-840-8484 - 713-583-2442
www.hannareporting.com

HANNA & HANNA, INC.
713.840.8484

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

MARTEN GROUP, INC., D/B/A)
SENERGY MEDICAL GROUP AND)
SCOTT TENANT,)

Plaintiffs,)

VS.)

JERALD TENNANT, MD, JOHN)
TENNANT, TERESA JESSEN)
TENNANT, JARED TENNANT,)
TENNANT DEVICES AND)
ACCESSORIES, LLC, AND)
CURADOR, LLC,)

Defendants.)

Case No.
3:24-cv-01852-E

ORAL AND VIDEOTAPED DEPOSITION OF
JERALD TENNANT, M.D.
VOLUME 2
OCTOBER 17, 2024

ORAL AND VIDEOTAPED DEPOSITION OF JERALD
TENNANT, M.D., produced as a witness at the instance
of the Plaintiffs and duly sworn, was taken in the
above-styled and numbered cause on Thursday,
October 17, 2024, from 10:34 a.m. to 4:08 p.m.,
before Kari Behan, CSR, RPR, CRR, a Texas certified
machine shorthand reporter, at the offices of Bryan
Cave Leighton Paisner LLP, 2200 Ross Avenue,
Suite 4200W, Dallas, Texas 75201, pursuant to the
Federal Rules of Civil Procedure and the provisions
stated on the record or attached hereto.

1 Do you recall that conversation?

2 A. Yeah. Vaguely, yeah.

3 Q. Okay. When you -- when, kind of in a general
4 sense, would that kind of confidential information about
5 your devices be discussed? What context?

6 MR. GRIFFITH: Object to form.

7 THE WITNESS: So there were meetings that
8 would be held with -- with Avazzia and me and sometimes
9 Scott would be in those meetings, and he would,
10 obviously, hear me discuss: Okay, this is the way that
11 I want to do this and this is why I want to do it, or he
12 would observe: Okay, we took these prototypes, and they
13 asked me to decide which one works the best. He would
14 be sitting there watching me do it, and he commented on
15 why this worked better than that.

16 And then, obviously, there would be times
17 when I would go to say: Okay, look, Scott and Jerry,
18 this is what's coming, and this is the way this works,
19 and you need to understand how it works so when people
20 ask you que- -- you know, patients ask you questions or
21 your staff needs the education, you know the answers to
22 this, but of course, this is confidential information
23 and expect you to keep it confidential and, you know,
24 only people who need to know need to know.

25 So it was, you know -- and then there would

1 be times when I would get a question from Avazzia -- you
2 know, I'm just making up something -- do you want a
3 orange case or a blue case, and I would copy Scott on
4 the answer to that.

5 Because, again, throughout these years, I
6 viewed us as a team, you know, as sort -- as I talked
7 about, a general and his lieutenant, a doctor and his
8 nurse, et cetera, et cetera. Scott was -- was somebody
9 who -- who was there to understand what I was doing, why
10 I was doing it so he could do a better job of selling
11 the devices.

12 And plus, for me, it was another -- you
13 know, some people take their son fishing; I took Scott
14 under my wing and said: Hey, let's talk about making
15 people well with electronics. So that was confidential
16 information.

17 BY MS. MAM:

18 Q. And -- and can you give me some examples --
19 without getting into the -- the science piece of it, but
20 what kinds of things did you consider confidential?

21 A. Well, certainly my designs and the reason
22 behind it. You know, some people like to play golf,
23 some people like to go fishing, some people like to do
24 whatever. I like to figure out things that make people
25 get well.

1 UNITED STATES DISTRICT COURT
 2 NORTHERN DISTRICT OF TEXAS
 3 DALLAS DIVISION
 4 MARTEN GROUP, INC., D/B/A)
 5 SENERGY MEDICAL GROUP AND)
 6 SCOTT TENANT,)
 7)
 8 Plaintiffs,)
 9)
 10 VS.) Case No.
 11) 3:24-cv-01852-E
 12)
 13 JERALD TENNANT, MD, JOHN)
 14 TENNANT, TERESA JESSEN)
 15 TENNANT, JARED TENNANT,)
 16 Tennant Devices AND)
 17 ACCESSORIES, LLC, AND)
 18 CURADOR, LLC,)
 19)
 20 Defendants.)

21 -----
 22 REPORTER'S CERTIFICATION
 23 ORAL & VIDEOTAPED DEPOSITION OF
 24 JERALD TENNANT, M.D.
 25 VOLUME 2
 THURSDAY, OCTOBER 17, 2024

1 I, Kari J. Behan, CSR, RPR, CRR, and in and for
 2 the State of Texas, do hereby certify that the facts
 3 as stated by me in the caption hereto are true;

4 That there came before me the aforementioned named
 5 person, who was by me duly sworn to testify the truth
 6 concerning the matters in controversy in this cause;

7 And that the examination was reduced to writing by
 8 computer transcription under my supervision; that the
 9 deposition is a true record of the testimony given by
 10 the witness.

11 I further certify that I am neither attorney or
 12 counsel for, nor related to or employed by, any of the
 13 parties to the action in which this deposition is taken,
 14 and further that I am not a relative or employee of any
 15 attorney or counsel employed by the parties hereto, or
 16 financially interested in the action.

25

JERALD TENNANT, M.D. - VOLUME 2 - 10/17/2024

Page 302

1 Certified to by me this 21st of October, 2024.

2
3 *Kari Behan*
4

5 KARI BEHAN, CSR, CCR, RPR, CRR
6 Texas CSR NO. 8564;
7 Expiration Date: 7-31-2026
8 HANNA & HANNA, INC.
9 CRF # 10434; Expires 10-31-2026
10 8582 Katy Freeway, Suite 105
11 Houston, Texas 77024
12 713-840-8484 | 713-583-2442
13 www.hannareporting.com
14
15
16
17
18
19
20
21
22
23
24
25

HANNA & HANNA, INC.
713.840.8484